

REMARKS

Applicant has carefully considered the rejections made in the Office Action mailed February 3, 2009 (the “Office Action”). Claim 1 has been cancelled, and claim 12 has been newly added. Claim 12 substitutes for canceled claim 1, and has been amended to include limitations with respect to “disabling at least one activation function that causes the command receiver to switch to the learning mode” and “preventing the command receiver from being switched into the learning mode by the disabled activation function.” Exemplary support for these amendments can be found at least in paragraphs [0025], [0026], [0044], [0048], [0056], and [0058] of the published subject application. Claims 2-11 have been amended to change the dependencies of these claims and ensure proper antecedent basis in view of cancelled claim 1 and newly added claim 12.

Claims 2-12 are pending in this application, and stand rejected. Applicant respectfully submits that in view of the amendments made, and the remarks that follow, the application is in condition for allowance. Applicant earnestly solicits the Examiner for a Notice of Allowance.

Embodiments of the claimed invention include a method of securing the learning mode of a device. For example, in embodiments of the claimed invention, there can be first and second transmitters and a receiver. The first transmitter can be paired with the receiver so that the first transmitter can transmit data to the receiver and, for example, control commands of a device that is coupled to the receiver. To pair the first transmitter and the receiver, an action can be applied on the receiver so that the receiver enters a learning mode. For example, a button on the receiver can be depressed to activate the learning mode. Depressing the button on the receiver can be a first function of activation of the learning mode.

In embodiments of the claimed invention, to secure the learning mode, the second transmitter can send a disable signal to the receiver, and the disable signal can be interpreted by the receiver as a disabling command of the first function of activation of the learning mode. Then, even if an action is applied to the receiver to make it enter the learning mode after it has received the disabling signal, the receiver will not enter the learning mode. Accordingly, the learning mode is secured.

Embodiments of the claimed invention also include further activating the learning mode with a second function of activation. In these embodiments of the claimed invention, the second function of activation of the learning mode can require using the second transmitter that had previously sent the disabling signal to the receiver. For example, if the receiver is a garage door opener, the receiver can include a manual activation of the learning mode, for example, by operating a switch of the garage door opener. Even if the manual activation had been previously used to, for example, pair the first transmitter with the receiver, a disabling signal can be transmitted at any time from the second transmitter to the receiver so that the receiver disables any future manual activation of its learning mode. Thus, if an unauthorized user acts on the receiver by engaging the manual activation to pair a third transmitter with the receiver, access to the learning mode is prevented and it will not be possible to pair the third transmitter with the receiver. Only the second transmitter or the previously paired first transmitter can allow the receiver to enter the learning mode.

I. Claim Objections and § 112 Rejections

The Office Action has objected to claims 10-11 for reciting “the standardized dimensions of a sheet of paper,” which lacks antecedent basis. The Office Action has also rejected claims 10-11 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Applicant respectfully submits that amended claims 10 and 11 contain proper antecedent basis for all claim terms. Further, applicant respectfully submits that all claim terms in amended claims 10 and 11 are definite. Therefore, applicant respectfully requests allowance of these claims.

II. § 102 Rejections

Applicant respectfully traverses the Office Action’s rejection of claims 1-11 under 35 U.S.C. § 102(b) as being anticipated by FR 2727553. FR 2727553 teaches a receiver learning a new address from a transmitter. A user can exert an operation on the keyboard of the transmitter to switch the receiver into a learning mode. However, FR

2727553 does not teach disabling the keyboard of the transmitter to prevent the receiver from switching to the learning mode.

For at least these reasons, applicant respectfully submits that the claimed invention is not anticipated by FR 2727553. Therefore, applicant respectfully requests allowance of claims 2-12.

III. §103 Rejections

Applicant respectfully traverses the Office Action's rejection of claims 1-11 under 35 U.S.C. § 102(b) as being unpatentable over Heitschel (U.S. Patent Re. 35,364) in view of Bruwer (U.S. Patent No. 6,191,701).

A. Heitschel is unlike the claimed invention.

As the Office Action correctly notes on page 4 thereof, Heitschel does not disclose applying an action to a secure command transmitter as required by the claimed invention. However, Heitschel also does not disclose "disabling at least one activation function that causes the command receiver to switch to the learning mode" and "preventing the command receiver from being switched into the learning mode by the disabled activation function."

Rather, Heitschel discloses a device for operating a garage door and a method for pairing remote controls to a receiver of the garage door opener. To pair a remote control with a receiver, a switch 22 must be moved to a program mode. To exit the program mode, the switch 22 is moved to an operate position. However, nothing in Heitschel teaches disabling the switch 22 that causes the receiver to enter the program mode. Similarly, nothing in Heitschel prevents a user from moving the switch 22 back to the program mode.

Instead, in Heitschel, any number of remote controls can be programmed to operate the garage door mechanism by moving the switch 22 into the program mode at any time. Heitschel, col. 4, ll. 10-14. Accordingly, Heitschel is quite different from and unlike the claimed invention.

B. Bruwer does not make up for the deficiencies of Heitschel.

As explained above, Heitschel is quite different from and unlike the claimed invention. Furthermore, Bruwer does not make up for at least the deficiencies of Heitschel explained above.

Rather, in Bruwer, a decoder 12 can be placed in a learning mode by internal or external circuitry, such as a push button 110. See Bruwer, col. 12, ll. 50-55. While a master encoder can be used to place the decoder in a learning mode, nothing in Bruwer teaches, discloses, or suggests using the master encoder to disable either the internal or external circuitry of the decoder that is used to place the decoder in the learning mode. Similarly, nothing in Bruwer teaches, discloses, or suggests preventing the decoder from being switched into the learning mode.

C. The claimed invention is not obvious.

For at least these reasons, applicant respectfully submits that the claimed invention is not obvious over Heitschel in view of Bruwer. Therefore, applicant respectfully requests allowance of claims 2-12.

III. Closing Remarks

For the foregoing reasons, applicant submits that the subject application is in condition for allowance and respectfully requests allowance of the application. Should the Examiner be of the opinion that a telephone conference would expedite the prosecution hereof, the Examiner is respectfully requested to call the undersigned at the below-listed number.

The Commissioner is hereby authorized to charge any additional fee which may be required for this application under 37 C.F.R. §§ 1.16-1.18, including but not limited to the issue fee, or credit any overpayment, to Deposit Account No. 23-0920. Should no proper amount be enclosed herewith, such as a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal, or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 23-0920.

Respectfully submitted,

Dated: June 3, 2009

By _____



Erik B. Flom, Reg. No. 41,021
Amy L. Hammer; Reg. No. 61,048
HUSCH BLACKWELL SANDERS
WELSH & KATZ
120 South Riverside Plaza, 22nd Floor
Chicago, Illinois 60606
Phone: (312) 655-1500
Fax: (312) 655-1501